

**SUPPLEMENTAL AGREEMENT NO. 2**  
**TO**  
**LEASE NO. DACA51-5-77-127**

THIS SUPPLEMENTAL AGREEMENT No. 2 made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, to Lease Contract No. DACA51-5-77-127 dated 1 July 1976 by and between the COMMONWEALTH OF MASSACHUSETTS, whose address is Military Division, 50 Maple Street, Milford, Massachusetts 01757-3604, hereafter called the "Lessor," and the UNITED STATES OF AMERICA, hereinafter called the "Government."

WITNESSETH THAT:

WHEREAS, on 1 July 1976 the Lessor leased to the Government, represented by the Department of the Army, certain lands in the Town of Bourne and Sandwich, Massachusetts to be used for such military uses as the Government may require, for a period through 30 September 1976 and from year to year until 30 September 2026;

WHEREAS, by Supplemental Agreement No. 1, dated 4 October 2001, the Lease was amended to require that maintenance, management, operation and administration of the leased premises be conducted in accordance with the terms and conditions of the "Memorandum of Agreement between the Commonwealth of Massachusetts and the United States Army and National Guard Bureau," dated October 4, 2001 (the "Memorandum of Agreement");

WHEREAS, the Memorandum of Agreement and the Supplemental Agreement No. 1 embodied the parties' agreement that a cooperative partnership between the Commonwealth and the military for the management of the northern 15,000 acres of the Massachusetts Military Reservation is necessary in order to ensure the permanent protection of the drinking water supply and wildlife habitat, and to ensure that military and other activities are compatible with protection of the drinking water supply and the wildlife habitat;

WHEREAS, pursuant to the terms of the Memorandum of Agreement, the Governor filed legislation to codify the conditions of the Memorandum of Agreement, and such legislation has been enacted into law, in Chapter 47 of the Acts of 2002;

WHEREAS, the Government wishes to extend the period of such lease, subject to all the terms and conditions of the Lease including those terms and conditions adopted in Supplemental Agreement No. 1, for from year to year through 30 September 2051;

WHEREAS, the Lessor believes that construction of new and replacement facilities on the Cantonment area and the location of one or more new missions on the Cantonment area would be in the best interests of the people of the Commonwealth, including those living in the communities surrounding the Massachusetts Military

Reservation, and that the extended availability of the leased premises for training activities consistent with the Memorandum of Agreement and with Supplemental Agreement No. 1 would be consistent with the imperative to ensure the permanent protection of the drinking water supply and wildlife habitat; and

WHEREAS, the Lessor believes that any extension of Permit No. DACA51-4-81-475 for the PAVE PAWS site should be preceded by one or more public meetings and consideration of any comments from the public and the Commonwealth of Massachusetts;

NOW, THEREFORE, the terms and conditions of Lease No. DACA51-5-77-127 are hereby mutually amended in the following respects and these only:

1. Paragraph 3 of said Lease is hereby modified to delete the words “30 September 2026 inclusive” and to insert in lieu thereof the words “30 September 2051 inclusive.”

2. Paragraph 17 is added to said Lease and reads as follows:

17. The Department of the Army has issued to the Department of the Air Force Permit No. DACA51-4-81-475 to use approximately 87 acres of land together with an access road and utility right of way in order to support a PAVE PAWS site. Under the Supplemental Agreement No. 1 to said Permit, the term thereof was extended to 30 September 2026. The Lessor and the Government agree that nothing in this Lease (as amended by Supplemental Agreement No. 2 to the Lease) causes the term of said Permit to automatically extend beyond 30 September 2026. The Lessor and the Government further agree that if the Air Force determines that it needs to extend the Permit No. DACA51-4-81-475 beyond 30 September 2026, the Air Force will hold one or more public meetings and will consider any comments from the public and the Commonwealth of Massachusetts before an extension of the Permit is executed.

3. Except as modified by Supplemental Agreement No. 1 and this Supplemental Agreement No. 2, all other terms and conditions of said Lease No. DACA51-5-77-127 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names as of the date first above written.

**DEPARTMENT OF THE AIR FORCE**  
**SUPPLEMENTAL AGREEMENT NO. 5**  
**TO**  
**LEASE NO. DACA51-5-75-293**

THIS SUPPLEMENTAL AGREEMENT No. 5 made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, to Lease Contract No. DACA51-5-75-293 dated 1 July 1974 by and between the COMMONWEALTH OF MASSACHUSETTS, whose address is Military Division, 50 Maple Street, Milford, Massachusetts 01757-3604, hereafter called the "Lessor," and the UNITED STATES OF AMERICA, hereinafter called the "Government."

WITNESSETH THAT:

WHEREAS, the Lessor believes that construction of new and replacement facilities on the leased property and the location of one or more new missions on the leased property would be in the best interests of the people of the Commonwealth, including those living in the communities surrounding the Massachusetts Military Reservation; and

WHEREAS, the Lessor and the Government have established a constructive and productive relationship concerning the management and remediation of the contamination of the leased property, which both parties are committed to preserving;

NOW, THEREFORE, the terms and conditions of Lease No. DACA51-5-75-293 are hereby mutually amended in the following respects and these only:

1. The date "30 September 2026" in the last clause of Paragraph 3 of said Lease is hereby deleted and the date "30 September 2051" is substituted in lieu thereof.
2. The following paragraph is inserted: "Lessor may enter the premises, upon reasonable notice, for the purpose of inspecting the premises for compliance with applicable environmental and safety laws. The Government may limit access to the premises, in accordance with instructions, directives, guidance, and policy of the Department of Defense, in order to protect DoD personnel, facilities, information, and other resources."

Except as modified by Supplemental Agreements Number 1, 2, 3, 4 and this Supplemental Agreement Number 5, all other terms and conditions of said Lease Number DACA51-5-75-293 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names as of the date first above written.